



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

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John R. Cochran III
Chief Deputy Director

William Loos, MD
Acting Senior Medical Officer

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December 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 4 TO AGREEMENT NO. H-700134
WITH OLIVE VIEW-UCLA EDUCATION & RESEARCH INSTITUTE
(5th District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 4 to Agreement No. H-700134, substantially similar to Exhibit I, with Olive View-UCLA Education & Research Institute, for the continued provision of genetic counseling services at Olive View-UCLA Medical Center, on a month-to-month basis, effective January 1, 2007 through December 31, 2007 or until the current County class specification recommendation for a Genetic Counselor position is ordinance and the position recruited and filled, at a monthly cost of \$4,300.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is approving and authorizing the Director of Health Services to sign Amendment No. 4 with Olive View-UCLA Education & Research Institute (ERI) to extend Genetics Counseling services for the Prenatal Diagnosis Program and Post-Partum Clinic at Olive View-UCLA Medical Center (OVMC).

To address the ongoing need for these services, and because there is currently no County classification which performs these services, the Department of Health Services (DHS or Department) has submitted a recommendation for a new County Class Specification.

FISCAL IMPACT/FINANCING:

The monthly cost for the genetic counseling services provided at OVMC is \$4,300.

Funding is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 17, 2003, the Board approved delegated authority to the Director of Health Services, or his designee, to execute, upon County Counsel review and approval, various service agreements, under the same terms and conditions as previously provided for under then existing purchase orders. Under this Board action, a Genetic Counseling Services Agreement with ERI was approved for the period of July 1, 2003 through December 31, 2003, for a maximum obligation of \$9,000.

Subsequently, the Board approved Amendment Nos. 1 through 3 that provided for updating the Agreement provisions, increasing the maximum obligation, and extending the Agreement term from January 1, 2004 through June 30, 2006. On June 15, 2006, upon written mutual consent, as provided in the Agreement, the Agreement was extended for an additional six months through December 31, 2006.

Since the last Board approval in December 2005, there has been substantial progress in the process of obtaining a County classification for a genetics counselor. However, there are several more steps to be completed. Once the classification has been approved, ordinated, and the position filled, there will be no need for this Agreement.

Under Amendment No. 2, ERI provided contracted services for two positions, a Genetics Counselor and a Genetics Coordinator. Under Amendment No. 3, ERI provided contracted services for a Genetics Counselor only since OVMC filled the Genetics Coordinator position.

Amendment No. 4 will allow time for completion of the Class Specification recommendation and ensure the continued provision of genetic counseling services.

The Agreement may be terminated for convenience upon a 10-days advance written notice by either party.

Attachment A provides additional information.

Amendment No. 4, Exhibit I, has been approved as to form by County Counsel.

CONTRACT PROCESS:

It is not appropriate to advertise Amendments to existing Agreements on the Los Angeles County Online Web Site.

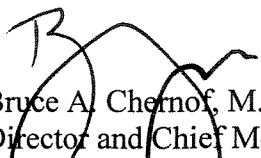
The Honorable Board of Supervisors
December 5, 2006
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of Amendment No. 4 to Agreement H-700134 with ERI will ensure that genetic counseling services continue uninterrupted at OVMC.

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:lvb
Bltr_Amend4_lvb

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

ATTACHMENT A

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Genetic counseling, prenatal diagnosis and education services to under served populations.

2. AGENCY ADDRESS AND CONTACT PERSON:

Denise Tritt, Business Manager
Olive View-UCLA Education & Research Institute (ERI)
14445 Olive View Drive
Sylmar, California 91342
Telephone: (818) 364-3434
Facsimile: (818) 364-3465

3. FINANCIAL INFORMATION:

The monthly cost for the medical transcription services provided at OVMC under Amendment No. 4 to Agreement No. H-700134 with ERI is \$4,300.

Funding is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

4. TERM:

January 1, 2007, on a month-to month basis through December 31, 2007 or until the current County class specification recommendation for a Genetic Counselor position is ordinances and the position recruited and filled.

5. GEOGRAPHIC AREA TO BE SERVED:

Fifth District.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Melinda Anderson, Chief Executive Officer, Olive View-UCLA Medical Center

7. APPROVALS:

Olive View-UCLA Medical Center: Melinda Anderson, Chief Executive Officer

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (as to form): Elizabeth J. Friedman, Senior Deputy

EXHIBIT I

Contract No. H-700134-4

GENETIC COUNSELING SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

OLIVE VIEW-UCLA EDUCATION &
RESEARCH INSTITUTE
(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled, "GENETIC COUNSELING SERVICES AGREEMENT", dated
June 17, 2003, and further identified as County Agreement
No. H-700134, and any amendments thereto (all hereafter referred
to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1,
2007.

2. Effective January 1, 2007, all references to "Exhibit A-3" in the Agreement, shall hereafter be replaced by "Exhibit A-4", attached hereto and incorporated by reference.

3. Effective January 1, 2007, Schedule 5 shall be added to the Agreement, attached hereto and incorporated herein by reference.

4. Paragraph 1, TERM, of the Agreement shall be revised to read as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2003, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight December 31, 2006. Thereafter, the Agreement will be extended on a month-to-month basis.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least ten (10) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right

of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

5. Agreement Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be revised to read as follows:

"2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit A-4, Scope of Work, attached hereto and incorporated herein by reference."

6. Agreement Paragraph 4, BILLING AND PAYMENT, Subparagraphs A and C, shall be revised to read as follows:

"4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit A-4, attached hereto and incorporated herein by reference.

C. Payment by County hereunder shall be made within thirty (30) days after receipt of a billing statement which is deemed to be complete and correct by DHS' Olive View Medical Center, and/or the County's Auditor-Controller, or his/her duly authorized representative in accordance with Exhibit A-4, Paragraph 4, PAYMENT, hereinbelow."

7. Subparagraph E, shall be added to Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, as follows:

"E. Effective January 1, 2007 the monthly maximum obligation of County for all services provided hereunder shall not Four Thousand, Three Hundred Dollars (\$4,300)."

8. Paragraph 11, INSURANCE COVERAGE REQUIREMENTS, Subparagraph D, Professional Liability Insurance, shall be replaced in its entirety with the following:

"D. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

1) County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

2) County's indemnification of Contractor hereunder shall only apply to payments of settlements,

judgements, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

3) Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

4) County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments

of settlements, judgements, awards, or damages arising out of the medical incident.

5) County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 3) above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

6) The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor."

Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

OLIVE VIEW-UCLA EDUCATION &
RESEARCH INSTITUTE

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

11/09/06
Amend 700134-4 lvb.wpd

SCOPE OF WORK

GENETIC COUNSELING SERVICES AGREEMENT

1. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractors day-to-day provision of genetic counseling services hereunder. Upon request by Director, Contractors administrator shall be available at all reasonable times (Monday through Saturday, 8:00 a.m. to 5:00 p.m.) to explain the services it is providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility receiving services herein.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide genetic

counseling services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff) their titles, professional degrees (if any) salary history, and experience in providing services hereunder.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Contractor assumes the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

2. COUNTY PERSONNEL: County does not anticipate assigning County personnel or employees to assist Contractor on a full-time or even a part-time basis regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to

answer questions and provide necessary liaisons between Contractor and County. In any event, County further will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

3. SERVICES TO BE PROVIDED BY CONTRACTOR: Contractor shall provide genetic counseling services within the Schedule of Genetic Counseling Services Fees, attached hereto and incorporated herein by reference, for the performance of the following:

A. Contractor shall provide Genetic Counselor services for the Olive View-UCLA Prenatal Diagnosis Program.

Contractor shall provide Genetic Counselor(s) to:

- Provide genetic counseling to patients referred to the Olive View Prenatal Diagnosis Unit: obtain detailed pregnancy and family histories; review medical records; counsel patients regarding significance of genetic disorders, inheritance patterns, recurrence risks for birth defects and options for prenatal testing; counsel patients regarding abnormal results; prepare genetic counseling summary reports for clinicians;

- Supervise genetics clinic support staff and oversee daily activities of the clinic;

- Respond to genetic inquiries from within the hospital (NICU, inpatient GB, and inpatient/outpatient pediatrics) and the outlying health centers;

- Counsel patients and/or coordinate referrals to the Olive View-UCLA Pediatric Genetics Clinic and/or the UCLA Medical Genetics Clinic;

- Conduct weekly meetings with clinical staff to review and discuss cases;

- Maintain and update library of low literacy patient literature and educational materials;

- Lecture the medical community and lay public on genetic diseases, birth defects, prenatal diagnosis, genetic screening and indications for referral;

- Supervise clinical activities of other Genetic Counselors and genetic counselor interns; and,

- Serve as administrative assistant to medical director for Olive View/UCLA Prenatal Diagnosis AFP Program, including regular quality assurance, monitoring of delivery outcomes and handling of AFP reimbursement.

B. Contractor shall provide Genetic Counselor services for the Olive View Perinatal Loss and Post-Partum Clinic. Contractor shall provide Genetic Counselor to provide genetic counseling in select fetal loss cases: refer

patients to appropriate social service agencies and parent support groups, and prepare genetic counseling summary letters with recommendations for future pregnancies.

4. SERVICE DELIVERY SITE: Contractor shall provide services hereunder located at: Olive View-UCLA Medical Center, 14445 Olive View Drive, Sylmar, California 91342.

5. REPORTS: Contractor shall provide ad-hoc reports required by County as mutually agreed to.

6. HEALTH CLEARANCE: Prior to employment or service provision and annually thereafter, Contractor shall provide a written certification that each provider of services under this Agreement has a health examination in accordance with Title 22, California Code of Regulations requirements, is free of infectious disease(s) has been immunized against common communicable diseases, has received a chest x-ray and/or tuberculin skin test (Mantoux test) and is able to perform the assigned duties.

7. BLOODBORNE PATHOGENS: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration ("OSHA") Bloodborne Pathogens Information packet prior to providing services under this Agreement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

8. PAYMENT:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of the same, County shall reimburse Contractor for genetic counseling services on a month-to-month basis effective January 1, 2007, as described in Schedule 5.

In any event, reimbursement for genetic counseling services rendered in the performance of Contractor's services described in this Agreement shall be included within Contractor's bill. It is an all-inclusive rate.

(2) County shall pay for all services which County considers complete and correct. Payment for incorrect billings shall be included when resolved in the next payment cycle.

(3) Director shall evaluate all services and tasks performed by Contractor. If, in Director's sole discretion, a service/task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working

days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for the deficient work.

11/09/06

Amend 700134-4 lvb.wpd

SCHEDULE 5

Genetic Counseling Services
Olive View-UCLA ERI Genetic Counseling Services
Effective January 1, 2007

Maximum Monthly Obligation: \$4,300

Genetics Counselor III (Full-time, approx. 40 hours per week)	\$3,583.33
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Indirect Costs	\$ 716.67
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\$4,300.00